

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE <div style="text-align: center;">J</div>		PAGE OF PAGES <div style="text-align: center;">1   4</div>	
2. AMENDMENT/MODIFICATION NO. <div style="text-align: center;">0001</div>		3. EFFECTIVE DATE <div style="text-align: center;">24-Aug-2005</div>		4. REQUISITION/PURCHASE REQ. NO. <div style="text-align: center;">W16ROE-5187-5653</div>		5. PROJECT NO.(If applicable)	
6. ISSUED BY USA ENGINEER DISTRICT, NEW YORK ATTN:CENAN-CT ROOM 1843 26 FEDERAL PLAZA NEW YORK NY 10278		CODE <div style="text-align: center;">W912DS</div>		7. ADMINISTERED BY (If other than item 6) <div style="text-align: center; font-weight: bold;">See Item 6</div>			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				X		9A. AMENDMENT OF SOLICITATION NO. W912DS-05-B-0017	
				X		9B. DATED (SEE ITEM 11) 03-Aug-2005	
						10A. MOD. OF CONTRACT/ORDER NO.	
						10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input checked="" type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this amendment is to incorporate the following: 1) The bid opening date is changed from 7 September 2005 to 8 September 2005, 2:00 PM local time, location unchanged. 2) Specification changes, clarifications and additions, see block 14 continuation sheet. 3) To incorporate a question and Government response for information purposes only. 4) To include in section 00901the NJDEP Permit Letter. Note: Bidders must acknowledge receipt of this amendment by the date specified in the solicitation (or as amended) by one of the following methods: In the space provided on the SF1442, by separate letter, or by telegram, or by signing the block 15 below. FAILURE TO ACKNOWLEDGE AMENDMENTS BY THE DATE AND TIME SPECIFIED MAY RESULT IN REJECTION OF YOUR BID IN ACCORDANCE WITH THE LATE BID, LATE MODIFICATIONS OF BIDS OR LATE WITHDRAWAL OF BIDS (FAR 14.304)							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				TEL: _____ EMAIL: _____			
15B. CONTRACTOR/OFFEROR  _____ (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA  BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED  24-Aug-2005	

**SUMMARY OF CHANGES****SECTION SF 30 - BLOCK 14 CONTINUATION PAGE**

The following have been added by full text:

**NOTICE TO BIDDERS**

Failure of the bidder to  
Acknowledge receipt of  
this Amendment in  
Item 19 of Standard Form  
1442 (Pg. 00010-2) may  
result in REJECTION of  
the bid.

IFB NO. W912DS-05-B-0017

Amendment No. 1

Department of the Army, NYD  
Corps of Engineers  
New York, NY 10278-0090

**AMENDMENT NO. 1: CLARIFICATION TO PLANS & SPECIFICATIONS FOR GREEN BROOK SUB  
BASIN OF THE RARITAN RIVER GREEN BROOK FLOOD CONTROL PROJECT, FINDERNE  
FARMS MITIGATION****TO BIDDERS**

**NO FURTHER QUESTIONS FOR THIS SOLICITATION SHALL BE ACCEPTED BY  
THE GOVERNMENT. OFFERERS MUST BID THE PROJECT AS THEY SEE IT,  
UNLESS MAJOR TECHNICAL DEFICIENCIES ARE FOUND.**

1. **Bid Opening:** The date for Bid Opening is changed to Thursday, 8 Sept 2005, 2:00 PM. The place for Bid Opening remains unchanged.

2. **Specifications:**

**General Specification Clarification**

The first page of various spec sections contain lines which refer to Work Items ranging from #1 through #29. These work items are referred to throughout the specs and are useful for breakdowns of the costs but the 4 lump sum items in the Bid Schedule are the official biddable items for this construction contract.

**Section 00800**

Paragraph 43 "Work Area Timing" has been added.

**Section 00901**

NJDEP Permit Letter Added.

## Section 02369

Previously listed in Table of Contents but missing from Specifications. Section 02369 has been added.

## Main Table of Contents

Revised to include Section 03101A, which was already in the Specifications but missing from the listing in the Main Table of Contents.

## Section 02921 (Narrative Change)

Post-spring lawn establishment, a fall re-seeding of recreational field seed mix areas will be required during a fall seeding window, along with preparatory maintenance: raking of dead spots, aeration of recreational fields, and soil amendments as needed.

Revision of Specification 02921, Page 7:

Part 2 Products, 2.1 Seeding Periods:

Add "Recreational Field Seed Mix - Fall Re-Seeding: August 15 - October 5"

Part 3 Execution, 3.2 Seeding

Page 12, Revise 3.2.5.1 Broadcast and Drop Seeding

Add as second sentence: "Fall re-seeding of all recreational field seed mix areas shall be broadcast at a rate of 4.0 pounds per 1,000 square feet."

Revise 3.2.5.2 Drill Seeding

Add as second sentence: "Fall re-seeding of all recreational field seed mix areas shall be drilled at a rate of 4.0 pounds per 1,000 square feet."

Revise 3.2.5.3 Hydroseeding

Add as second sentence: "Fall re-seeding of all recreational field seed mix areas shall be hydroseeded at a rate of 4.0 pounds per 1,000 square feet."

Add "3.2.9 Fall Aeration and Topdressing of Recreational Fields Seed Mix Areas

Prior to the fall re-seeding, the contractor shall cut grass or other existing vegetation to a three-quarter inch (3/4") height and rake clean. Screened topsoil shall be applied to depressed areas to provide a uniform gradient. Aerator should be equipped with a three-quarter inch (3/4") spoon and passed over the area four (4) to six (6) times in different directions, as directed by the Construction Officer. If the full depth of penetration cannot be achieved, the Contractor must increase the soil moisture content by watering the area to a sufficient depth. The area should be raked smooth after aerating to break up all soil cores generated by the aerating operation. Topdressing material shall be spread over aerated areas to a depth of at least one-half inch (1/2") and raked into the soil. Limestone, Commercial Fertilizer, and Superphosphate shall be incorporated into the topdressing material at their respective rates. Grass seed shall be sown, covered to the proper depth and firmed in such a manner that a uniform stand of grass will result."

## 3. Questions & Answers for information purposes only:

**Question:** Reference is made to Drawing C22 and the Planting Schedule. It is unclear as to what size plant they are asking for under the "Root" column. Some plants are listed as "Tubling, Can

No.2". There is a big difference in size between a "Tubling" and a "No.2 Can". Which size should be used for bidding purposes?

**Government Answer:** The contractor is given the option to use tublings or No. 2 cans/containers. This option was given to allow contractors to use cheaper tubling material or use more expensive No. 2 containers if tublings of the identified species were not available from growers. It may be possible that tublings will not be available for all species scheduled. Our estimates account for No. 2 containers.

This Amendment shall be attached to the specifications and shall be a part thereof.

SECTION 00010 - SOLICITATION CONTRACT FORM

The required response date/time has changed from 07-Sep-2005 02:00 PM to 08-Sep-2005 02:00 PM.

(End of Summary of Changes)

**SECTION 00800**

**SPECIAL CONTRACT REQUIREMENTS**

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41. Additional Contractor Requirements
42. Nurseries
43. Work Area Timing

**1. COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK**

a. The Contractor shall be required to (i) commence work under this Contract within 5 calendar days after the Contractor receives the Notice to Proceed, (ii) prosecute the work diligently, and (iii) complete the entire work ready for use, not later than 510 calendar days after the day the Contractor receives the Notice to proceed.

The time stated for completion shall include final cleanup of the premises.

b. Location: The site of work is along the Raritan River in Bridgewater, Somerset County, New Jersey.

c. The Contractor shall furnish all labor, materials, equipment and services (except those furnished by the Government) for the following work: Creation and restoration of wetlands.

d. All work shall be in accordance with the plans and specifications or instructions attached hereto and made a part thereof, or to be furnished hereafter by the Contracting Officer and subject in every detail to his supervision, direction, and instructions.

e. Magnitude of Construction Project: The estimated value of the work is between \$3,000,00 and \$6,000,000.

**2. LIQUIDATED DAMAGES - CONSTRUCTION (APR 1984)**

a. If the Contractor fails to complete the work within the time specified in the Contract, or any extension, the Contractor shall pay to the Government as liquidated damages, the sum of \$1,231.00 for each day of delay.

b. If the Government terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final completion of the work together with any increased costs occasioned the Government in completing the work.

c. If the Government does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted. (FAR 52.212-5)

d. At a time before the Project is physically complete but is functionally complete to the satisfaction of the Government, the Government at its sole discretion may agree to accept transfer of the facility or project provided that the remaining work to be done ("punchlist") is completed no later than 30 days from the date of transfer. In this case the Contractor shall pay liquidated damages for punchlist items not completed in the daily amount of \$100 per day commencing after 30 days of project transfer or after date required for project completion (including all extensions), whichever occurs later.

**3. EQUAL OPPORTUNITY PREAWARD CLEARANCE OF SUBCONTRACTS (1984 APR)**

Notwithstanding the clause of this Contract entitled "Subcontracts" the Contractor shall not enter into a first-tier Subcontract for an estimated or actual amount of \$1 million or more without obtaining in writing from the Contracting Officer a clearance that the proposed Subcontractor is in compliance with the equal opportunity requirements and therefore is eligible for award.

**4. CERTIFICATES OF COMPLIANCE**

Any Certificates required for demonstrating proof of compliance of materials with specification requirements shall be executed in 4 copies. Each certificate shall be signed by an official authorized to certify in behalf of the manufacturing company and shall contain the name and address of the Contractor, the project name and location, and the quantity and date or dates of shipment or delivery to which the certificates apply. Copies of

laboratory test reports submitted with certificates shall contain the name and address of the testing laboratory and the date or dates of the tests to which the report applies. Certification shall not be construed as relieving the Contractor from furnishing satisfactory material, if, after tests are performed on selected samples, the material is found not to meet the specific requirements. (ECI 7- 670.3)

#### **5. BID GUARANTEE**

See Bid Guarantee Clause of Section 00700, CONTRACT CLAUSES.

#### **6. CONTRACT DRAWINGS, MAPS, AND SPECIFICATIONS (52.236-7001)**

See Contract Drawings, Maps and Specifications Clause of Section 00700, CONTRACT CLAUSES. For list of drawings see Sheet T01 of the plans.

#### **7. RECORD DRAWINGS**

a. General: The Contractor will maintain as-built drawings during the construction period and will submit final record drawings at the completion of individual facilities. The Government will provide to the Contractor the Microstation files consisting of CD's of the Project's drawing files. The Contractor is required to make prints or mylars from the files and continuously maintain drawings to show current as-built conditions for the duration of the construction. Except for updates as indicated below, the Contractor may maintain as-built drawings by marking up drawings by hand or by electronic methods. Scanned drawings will not be acceptable. If the Government cannot provide electronic files for the project drawings, mylar (reproducible) drawings will be provided. The Contractor will then be required to comply with all requirements indicated herein by the use of hand drafting.

b. Progress As-built Prints: During construction the Contractor is responsible for maintaining up to date one set of paper prints to show as-built construction conditions. These prints shall be kept current and available on the job site at all times. All changes from the Contract plans which are made in the work or additional information which might be uncovered in the course of construction shall be accordingly and neatly recorded as they occur by means of details and notes. The as-built prints will be jointly inspected for accuracy and completeness by the Contracting Officer's Representative and a responsible representative of the Contractor prior to submission of each monthly pay estimate. Progress as-builts shall show the following information, but not limited thereto:

- (1) The location and description of any utility lines, valves, or other installations of any kind within the construction area. The location includes dimensions to permanent features.
- (2) The location and dimensions of any changes of structures.
- (3) Correct grade or alignment of roads, structures or utilities if any changes were made from the Contract plans.
- (4) Correct elevations if changes were made in site grading
- (5) Changes in details of design or additional information obtained from working plans specified to be prepared and/or furnished by the Contractor including but not limited to fabrication, erection, installation plans and placing details; pipe sizes; etc.
- (6) The topography and grades of all drainage installed or affected as part of the Project construction.
- (7) All changes that result from Contract modifications.
- (8) Where plans or specifications allow options, only the option selected for construction shall be shown on the as-built prints.

(9) All amendments to the plans issued during the solicitation period shall be posted on the as-built drawings.

d. Protection of Records: The Contractor shall be responsible for the protection and safety of electronic record until returned to the Contracting Officer. Any plans damaged or lost by the Contractor shall be satisfactorily replaced by the Contractor at his expense.

e. 50% As-Built Update: At the 50% point in construction of this Project (as determined by progress payments) the Contractor will update the electronic files of the Project plans in Microstation format to show as-built conditions as above, and submit an updated CD and one set of prints to the Contracting Officer for approval. The Contractor shall submit one set of prints to the Contracting Officer for approval. Any required corrections will be made by the Contractor before payment will be approved for this item. The Contractor must use the updated electronic record or mylar drawings to produce required prints.

f. Preliminary Record Drawing Submittal: At least thirty calendar (30) days before the anticipated date of final acceptance inspection the Contractor shall deliver two copies of progress prints showing final as-built conditions to the Contracting Officer for review and approval. These prints shall correctly show all the features of the Project as it has been constructed, adding such additional plans as may be necessary. They shall be printed from the electronic files updated in Microstation format. Within ten days, the Government will provide the Contractor one set of prints indicating required corrections to the preliminary submittal. Contractor will correct and resubmit within 5 days. Any required subsequent review and resubmission periods will each be accomplished within 5 days. Upon Government approval of the preliminary submittal, the Contractor will prepare final record drawings.

g. Record Drawing Submission: In Microstation each drawing shall be marked with the words "RECORD DRAWING AS-BUILT" followed by the name of the Contractor in font which will print at least 3/16" high. All revisions to the original plans will be dated in the revision block. All prints must be reproduced from the updated electronic files. A minimum of 5 calendar days before the anticipated date of final acceptance inspection of the Project the Contractor shall deliver to the Contracting Officer:  
Three (3) CD's of electronic files of Record Drawings.  
One (1) copy of prints of Record Drawings.

Failure to make an acceptable submission of Record Drawings will delay the Final Acceptance Inspection for the Project and shall be cause for withholding any payment due the Contractor under this Contract..

h. Property: All paper prints and electronic files will become property of the Government upon final approval. Approval and acceptance of the final record drawings shall be accomplished before final payment is made to the Contractor.

i. Payment: No separate payment will be made for the as-built and record drawings or updating of electronic files required under this Contract, and all costs in connection therewith shall be considered a subsidiary obligation of the Contractor.

## **8. PHYSICAL DATA**

Information and data furnished or referred to below are not intended representations or warranties but are furnished for information only. It is expressly understood that the Government will not be responsible for any



deduction, interpretation, or conclusion drawn therefrom by the Contractor:  
(FAR 52.236-4) (APR 1984).

a. Survey and Subsurface Investigations: The physical conditions indicated on the plans and the specifications are the result of site investigations by survey and spoon sampling. While the Government's procedures for subsurface investigations may produce representative information at their respective locations, local variation characteristics of the subsurface materials of this region are to be expected. Should any question or discrepancy arise, the condition should be independently confirmed by the Contractor.

b. Transportation Facilities: Interstate 78, Interstate 287, U.S. Route 22, and New Jersey State Route 28 are located in the vicinity of the Project site. The Contractor shall make his own investigation of available roads for transportation, load limits of bridges and roads, and other road conditions affecting the transportation of materials, equipment, supplies and other facilities to the site. The Contractor shall also construct such temporary haul roads and bridges as may be necessary for the conduct of his work with the approval of the Contracting Officer and in accordance with the specifications. Any such temporary construction shall be restored to its original condition at the completion of the Contract. All costs for the use of existing transportation facilities, for the construction of temporary facilities, and for maintenance, repair, removal and restoration shall be the responsibility of the Contractor.

#### **9. PAYMENT FOR MATERIALS DELIVERED OFF-SITE**

Pursuant to the Contract Clauses in this Contract titled "Payments Under Fixed-Price Construction Contracts", materials delivered to the Contractor at locations other than the site of the work may be taken into consideration in making payments if included in payment estimates and if all the conditions of the Contract Clauses are fulfilled. Payment for items delivered to locations other than the work site will be limited to those materials which have been approved, if required by the technical provisions; those materials which have been fabricated to the point where they are identifiable to an item of work required under this Contract. Such payment will be made only after receipt of paid or receipted invoices or invoices with cancelled check showing title to the items in the prime Contractor and including the value of materials and labor incorporated into the item.

#### **10. EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE**

a. Allowable cost for construction, planting, and seeding equipment in sound workable condition owned or controlled and furnished by a Contractor or Subcontractor at any tier shall be based on actual cost data when the Government can determine both ownership and operating costs for each piece of equipment or equipment groups of similar serial and series from the Contractor's accounting records. When both ownership and operating costs cannot be determined from the Contractor's accounting records, equipment costs shall be based upon the applicable provisions of EP 1110-1-8,\* "Construction Equipment Ownership and Operating Expense Schedule," Region 1. Working conditions shall be considered to be average for determining equipment rates using the schedule unless specified Otherwise by the Contracting Officer. For equipment not included in the schedule, rates for comparable pieces or equipment may be used or a rate may be developed using the formula provided in the schedule. For forward pricing, the schedule in effect at the time of negotiations shall apply. For retrospective pricing, the schedule in effect at the time the work was performed shall apply.

(\* This manual can be ordered from the Government Printing Office by calling Tel. No. (202) 783-3238. There is a charge for the manual.)

b. Equipment rental costs are allowable, subject to the provisions of FAR 31.105(d)(ii) and FAR 31.205-36 substantiated by certified copies of paid invoices. Rates for equipment rented from an organization under common control, lease-purchase or sale-leaseback arrangements will be determined using the schedule except that rental costs leased from an organization under common control that has an established practice of leasing the same or similar equipment to unaffiliated leases are allowable. Costs for major repair and overhaul are unallowable.

c. When actual equipment costs are proposed and the total amount of the pricing action is over \$25,000, cost or pricing data shall be submitted on Standard Form 1411, "Contract Pricing Proposal Cover Sheet." By submitting cost or pricing data, the Contractor grants to the Contracting Officer or an authorizing representative the right to examine those books, records, documents and other supporting data that will permit evaluation of the proposed equipment costs. After price agreement the Contractor shall certify that the equipment costs or pricing data submitted are accurate, complete and current.

#### **11. AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)**

The responsibility shall be upon the Contractor to provide and maintain at his own expense adequate supply of electricity, water, and sanitary facilities for his use for construction purposes and the use of his construction forces and to install and maintain necessary supply connections for same, but only at such locations and in such manner as may be approved by the Contracting Officer. All installations shall comply with all applicable codes, standards and requirements. Before final acceptance, temporary connections installed by the Contractor shall be removed in a manner satisfactory to the Contracting Officer.

#### **12. LAYOUT OF WORK**

a. The Contractor will establish at his own expense the baseline using the established monuments/and benchmarks as shown on the plans.  
b. From the established baselines and benchmarks, the Contractor shall complete the layout of the work and shall be responsible for all measurements that may be required for the execution of the work to the location and limit marks prescribed in the specifications or on the plans, subject to such modifications as the Contracting Officer may require to meet changed conditions or as a result of necessary modifications to the Contract work.  
c. The Contractor shall furnish, at his own expense, such stakes, templates, platforms, equipment, tools and material, and all labor as may be required in laying out any part of the work from the baselines and benchmarks. It shall be the responsibility of the Contractor to maintain and preserve all stakes and other marks established until authorized to remove them, and if such marks are destroyed by the Contractor, or through his negligence prior to their authorized removal, they shall be replaced by the

Contractor, at his own expense, if directed by the Contracting Officer. The Contracting Officer may require that work be suspended at any time when location and limit marks established by the Contractor are not reasonably adequate to permit checking of the work.

#### **13. FIELD OFFICE AND VEHICLE**

a. The Contractor shall furnish at the job site, prior to the start of

work, a lockable new field office and new equipment for the use of the Contracting Officer, meeting the following requirements:

- b. A raised walkway with stairs completely enclosed from the weather with minimum two doors shall connect office space consisting of multiple trailers. Shop drawings shall be submitted for approval prior to site selection and construction.
- c. The office shall be located immediately adjacent to the project site within view of the construction project.
- d. The following new equipment shall be submitted for approval:
  - Office space with two (2) rooms of not less than 800 square feet (SF), with lockable interior doors, the space (if rented in a building) shall be in new condition. Each office shall contain at least two (2) operable windows with screens.

-Once (1) partitioned meeting area having a minimum of 800 SF of open floor area.

-Three (3) office desks with lockable drawers (60 inches x 30 inches), laminated top, and high-back cloth swivel chairs.

-Three (3) Telephones: 3 separate telephones with extension and intercom connection, a separate cordless station phone 900 MHz two (2) line (Total four (4) units). Telephone shall be two (2) lines with twenty (20) number memories. Phone service shall be applied in the Contractor's name and itemized bills paid by the Contractor. Installation and phone company fees to be paid by the Contractor. The Contractor shall arrange for the telephone service and instruments as follows:

- \* Two (2) lines with four (4) instruments, five (5) jacks, for voice communications and intercom.

- \* One (1) line dedicated for use by fax machines.

- \* One (1) line dedicated for use by two (2) computer modems.

- \* One (1) TCIP modem line for the network computer.

-One (1) two (2)-line digital telephone answering machine with remote answering and access capability and voice time/day stamp.

-Three (3) fire-proof, four (4)-drawer, legal size lockable filing cabinets.

-Two (2) shelf sets, four (4) shelves high x twelve (12) inches deep x three (3) feet long, (attachable to wall).

-One (1) plain paper fax machine with dedicated telephone line and an adequate supply of paper. The Contractor shall replenish the supply of fax paper weekly, as required by the Contracting Officer.

-Three (3) new IBM-compatible personal computer P6/450 Pentium IV or equivalent with computer desk with printer stand, to be supplied complete in all respects to the Contracting Officer within 10 days of notice to proceed, including for each machine:

-One of the three computers shall be set up as a network server for the remaining two units. The computer shall be set up for a scanner, plotter, and two printers, as well as the feed for digital camera inputs by means of a SCSI ("SCUZZY") multi-pot card or equal.

- \* Pentium IV processor running at 2.4 GHz Pentium IV with 3D TECHNOLOGY

- \* High speed cache memory controller with 512 KB L2 PIPELINE BURST
- \* Ethernet Network card
- \* One (1) 3.5" 1.44 MB diskette drives with drive controller
- \* 60 CGB hard drive with 512 MB memory
- \* Multi I/O card
- \* Seven (7) expansion slots and two (2) USB ports
- \* Sound card WITH SPEAKERS
- \* Enhanced Natural (i.e., split) 101 keyboard
- \* Windows 2000 Professional
- \* Six (6) outlet surge protector
- \* TFT, digital FLAT SCREEN COLOR moniot - 18 inch equal to Compaq Presario FP500 or better with 60MB 100MHz (AGPZ)
- \* 60MB 100 MHz (AGPZ) 3D color graphics card minimum
- \* Hewlett-Packard Desk Jet 2000c Color Printer or equivalent printer with ability to print 8 pages per minute with at least 200 sheets per input tray
- \* 10,000 sheets of 8-1/2 x 11 laser type print paper
- \* Original WINDOWS manual and disks installed
- \* Mouse with pad
- \* DSL cable modem with Verizon ISP
- Cable DSL Router with minimum 4-port switch to create a VPN (Virtual Private Networking)
- \* Voice recognition software with 95% accuracy and microphone
- \* Software 95% Scan OCR Accuracy
- \* CD ROM (DVD 40x/Speed) (INTERNAL)
- \* CD 52x40x52 R/W (READ/WRITE CD) with 20 DISKS (INTERNAL)
- 250 MB (internal) ZIP drive (or equal) which will read 250 MB ZIP disks
- \* Windows 2000, AND WINDOWS NT
- \* Primavera for Windows, including all original disks and manuals or equivalent
- \* Microsoft Office Professional 2000, including MS Word and Excel, Power Point, and Access programs or equivalent, able to read "Office" files without conversion
- \* Database manager
- \* Anti-Virus software 2 types (2004 version)
- \* Communication Software
- \* LYNX PHOTO IMAGING PHOTO PROCESSOR SOFTWARE AND FILE MANAGER OR EQUAL
- \* AUTO CAD VER 15 or equivalent
- \* All software shall be the latest version available, compatible with hardware, and shall be provided with CD ROM disks and manuals as installed
- \* Computer must be completely set up with DOS and the above software operable. Setup person will give an eight-hour demonstration period to show that all components are functioning properly and answer any questions the Contracting Officer may have ABOUT ANY PROGRAM
- \* ALL REQUIRED CABLES, CONNECTORS, AND WIRING TO CREATE THE COMPUTER NETWORK AND HARDWARE.
- DSL or Cable Modem Service: Business DSL or Cable modem service with all required equipment (modems, filters, Ethernet NIC cards, etc.) shall be provided for the entire duration of the contract. DSL service shall be 1.5 Mbps downstream/384 Kbps upstream. Service shall utilize Static IP addresses for the computer connections. Contractor shall pay all costs associated with this service including any ISP fees. DSL or Cable Modem service shall be a
- 'dedicated' service, and this line shall not be shared with any other Users external to the COE field office (i.e., Contractors Field Office Trailer and USACE Field Office Trailer shall not utilize the same DSL or Cable Modem line via an Ethernet Switch/Hub). All field office computers shall be connected to the DSL or Cable Modem Service, and contractor shall provide and install

all required equipment (Switch/Hub, Ethernet NIC Cards, modems, etc.).

The following new equipment shall also be provided:

- One (1) 19" Color TV with basic cable service with the Weather Channel available.
- Wall TV/VCR swivel mount with outlet surge protector.
- One (1) Digital Camera KODAK DC22 (OR EQUAL) 028 to 105 ZOOM COMPACT WITH PROPRIETARY SOFTWARE ESTABLISHED TO BE LEGAL COURT DOCUMENTS with case, spare battery and memory card, computer interface and program and desk charger.
- One (1) Video Cassette Recorder (VCR) VHS Format Record/Play ability.
- One (1) digital Video Camera, with TFT or LCD screen including computer interface, software, spare battery and memory card, case and charger.
- One (1) HP Design Jet 500 Color Plotter or equivalent connected to both computers via printer switching terminals with STAND AND ROLL PAPER FEED WITH TEN (10) ROLLS size E paper.
- One (1) HP Color Laserjet Printer, or equal.
- One (1) Optical scanner-legal size page 9600 DPI Enhanced with optical character reader and OMNI PAGE PRO software USB port interface with driver card TWAIN driver.
- Three (3) office conference tables, 2-1/2 feet by 8 feet with laminated top oval configuration.
- Eight (8) straight high-back office chairs with wheels.
- One (1) bulletin board, 3 feet by 5 feet.
- Four (4) wastebaskets with supply of bags.
- One (1) vertical filing plan rack for twelve (12) sets of E size plans.
- One (1) drafting table FOR E size drawings and chair.
- Three (3) office tables, 3 feet by 8 feet with laminated top.
- One (1) heavy duty, digital dry process photocopying machine, with auto document feeder, sorter, collator, enlarging/reduction capability, 8.5 x 11; one (1) 8.5 x 14 and one (1) 11 x 17 paper trays and an adequate supply of copy paper and printing supplies. The supply of copy paper shall be replenished by the Contractor regularly, as required by the Contracting Officer.
- Two (2) coat racks.
- One (1) paper towel dispenser with towels.
- One (1) paper cup dispenser with cups.
- One (1) water cooler/heater.
- Toilet facilities as specified.
- One (1) steel locking storage cabinet.
- All structures installed under this paragraph FIELD OFFICE shall be provided with, as a minimum, the following services:

- \* Lighting. Electric light, non-glare types luminaries to provide a minimum illumination level of 50-foot candles at desk height level
- \* Heating and Cooling. Adequate equipment to maintain an ambient air temperature of 70 degrees F 3 degrees
- \* Window blinds
- \* Potable bottled water
- \* Fire Extinguisher. Non toxic, dry chemical, fire extinguisher meeting Underwriters Laboratories, Inc. approval for Class A, Class B, and Class C fires with a minimum rating of 10A; 20B; 10C
- \* Toilet. Two separate enclosed rooms power ventilated, heated and complying with applicable sanitary codes including hot and cold running water and flush type toilet

\* Radio communication equipment including base station and two (2) portable units on the Contractor's frequency, all with desk chargers. If Contractor's frequency is not VHF, then provide, in addition to the Contractor's frequency equipment, a VHF Base Station and FOUR (4) hand-held VHF radios with desk chargers similar to ICOM IC-M125 (Base Station) and IC-M15 Hand Held.

\* 24-Hour electronic security alarm system with direct feed to local police department

-Janitorial services on a daily basis including, but not limited to, sweeping, emptying baskets. Weekly mopping, dusting all surfaces, servicing of toilets and washing and waxing of floors, cleaning all windows (inside and out) and re-supply of paper goods and soap.

-Sufficient supply of electrical outlets meeting NEC code for residential construction.

e. The Contractor shall be responsible for the monthly utility and telephone payment and installation cost of the above service and equipment.

f. The Contractor shall also supply a vehicle to the Area Engineer Staff for their own use. This vehicle shall be a utility vehicle type six-passenger pick-up truck, with 4-wheel drive. Maintenance of the vehicle shall be the Contractor's responsibility.

g. No separate payment will be made for providing the above accommodations and all costs in connection therewith will be considered the obligation of the Contractor. The field office and facilities shall be removed from the project site at the original contract completion date or the extended contract completion date, as directed by the Contracting Officer. No payment shall be made for Mobilization until the field office is complete and accepted.

Computer Security Requirements:

The Contractor will agree to accept responsibilities and comply with procedures indicated below in connection with the furnishing of Contractor-owned computers for use by Government personnel in accordance with contract requirements.

a. The computers must be dedicated exclusively for Government use. Contractor will not use any computer it supplies which is designated for use by the Government. Contractor will assure that the Central Processing Unit (CPU) is electronically isolated from the Contractor's and not inter-connected via Local Area Network (LAN).

b. Normal access to the computer shall be restricted to Government personnel. The Contractor shall supply a separate lockable trailer where the computers are to be set up. The Contractor must immediately notify Government personnel when emergency access to the trailer was exercised by non-Government individuals, and what the circumstances were.

c. If the CPU hard drive fails, the Government will furnish an equivalent hard drive to the owner of the computer, and the old hard drive will be returned to the Government. The Contractor shall not remove any hard drive nor proceed with any repair of the computer unless an authorized Government employee witnesses and approves of the repair.

d. At the time of return of the computer, the Contractor will allow the Government to first remove all information from the hard drive.

e. The Contractor agrees to provide a written certification signed by an authorized officer of the company agreeing to the above policy.

#### **14. BULLETIN BOARD**

Immediately upon beginning of work under this Contract, the Contractor

shall provide at the job site a weatherproof glass-covered bulletin board for displaying the fair employment poster, wage rates, and safety bulletins and posters. Emergency telephone numbers and reporting instructions for ambulance, physician, hospital, fire and police shall be posted. The bulletin board shall be located in a conspicuous place easily accessible to all and legible copies of the aforementioned data shall be displayed until work under the Contract is completed. No direct payment will be made for the bulletin board.

**15. QUANTITY SURVEYS (APR 1984)**

a. Quantity surveys shall be conducted, and the data derived from these surveys shall be used in computing the quantities of work performed and the actual construction completed and in place.

b. The Contractor shall conduct the original and final surveys and surveys for any periods for which progress payments are requested. All these surveys shall be conducted under the direction of the Contracting Officer, unless the Contracting Officer waives this requirement in a specific instance. The Government shall make such computations as are necessary to determine the quantities of work performed or finally in place. The Contractor shall make the computations based on the surveys for any periods for which progress payments are requested.

c. Promptly upon completing a survey, the Contractor shall furnish the originals of all field notes and all other records relating to the survey or to the layout of the work to the Contracting Officer, who shall use them as necessary to determine the amount of progress payments. The Contractor shall retain copies of all such material furnished to the Contracting Officer.  
(FAR 52.236-16)

**16. SUPERINTENDENCE OF SUBCONTRACTORS (JAN 1965)**

a. The Contractor shall be required to furnish the following, in addition to the superintendence required by the Contract Clause titled, "SUPERINTENDENCE BY THE CONTRACTOR".

(1) If more than 50% and less than 70% of the value of the Contract work is subcontracted, one superintendent shall be provided at the site and on the Contractor's payroll to be responsible for coordinating, directing, inspecting and expediting the subcontract work.

(2) If 70% or more of the value of the work is subcontracted, the Contractor shall be required to furnish two such superintendents to be responsible for coordinating, directing, inspecting and expediting the subcontract work.

b. If the Contracting Officer, at any time after 50% of the subcontracted work has been completed, finds that satisfactory progress is being made, he may waive all or part of the above requirement for additional superintendence subject to the right of the Contracting Officer to reinstate such requirement if at any time during the progress of the remaining work he finds that satisfactory progress is not being made. (DoD FAR Supplement 52.236-7008)

**17. SCHEDULING AND DETERMINATION OF PROGRESS**

Pursuant to the Contract Clause, SCHEDULES FOR CONSTRUCTION CONTRACTS, the Contractor shall prepare and submit for approval a practicable project schedule. The type of schedule and detailed requirements as well as timing of this submittal shall be as specified in specification section "PROJECT SCHEDULE".

This schedule will be the medium through which the timeliness of the

Contractor's construction effort is appraised. When changes are authorized that result in Contract time extensions, Contractor shall submit a modified schedule for approval by the Contracting Officer.

The terms of Contract Clause, SCHEDULES FOR CONSTRUCTION CONTRACTS, with reference to overtime, extra shifts, etc., may be invoked when the Contractor fails to start or complete work features or portions of same by the time indicated by the milestone dates on the approved project schedule, or when it is apparent to the Contracting Officer from the Contractor's actual progress that these dates will not be met.

Neither on the project schedule as originally submitted nor on any updated periodic schedules which the Contractor is required to prepare and submit, shall the actual progress to be entered include or reflect any materials which even though on the Project Site, are not yet installed or incorporated in the work. For payment purposes only, an allowance will be made by the Contracting Officer of up to 100 percent of the invoiced cost of materials or equipment delivered to the Project Site but not incorporated into the construction, pursuant to Contract Clauses, PAYMENT UNDER FIXED-PRICE CONSTRUCTION CONTRACTS. The making of such an allowance will be contingent upon a determination by the Contracting Officer that the Contractor's compliance with the quality control requirements of the Contract is more than satisfactory.

#### **18. PROCEDURES FOR SUBMISSION AND PAYMENT OF ALL CONTRACT PAYMENTS**

In addition to the requirements contained in the Contract Clause entitled "PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS" and to implement the requirements of the Prompt Payment Act Amendments of 1988, P.L. 100-496, the following shall apply to all payments made under this Contract:

a. At the time of submission of the progress chart, the Contractor shall submit for approval by the Contracting Officer or his authorized representative a breakdown of the Contract work which shall be to the degree of detail required by the Contracting Officer or his representative to effect reasonable progress payments. The Contracting Officer or his representative shall review this breakdown within 30 calendar days after receipt and either advise the Contractor that it is approved or disapproved, and if disapproved the reasons for disapproval. Only after the breakdown is approved shall any payment invoice be accepted from the Contractor and any payment made to him. The Contracting Officer can determine if it is in the best interest of the Government to make payment without an approved breakdown, however, in no case shall more than 10% of the Contract amount be paid unless the breakdown is approved.

b. The Contractor shall submit his request for payment by submission of a proper invoice to the office or Person(s) designated in subparagraph (c). For purposes of payment a "proper invoice" is defined as the following:

- (1) An estimate of the work completed in accordance with the approved breakdown indicating the percentage of work of each item and the associated costs.
- (2) A properly completed Eng Form 93 and 93a (where required).
- (3) All contractual submissions indicated elsewhere in this Contract to be submitted with payment, such as updated progress schedules, updated submittal registers, etc.
- (4) The following certification executed by a responsible official of the organization authorized to bind the firm. A "responsible official" would be either a corporate officer, partner or owner, in the case of a sole



proprietorship

I hereby certify, to the best of my knowledge and belief, that -

- (a) The amounts requested are only for performance in accordance with the specifications, terms and conditions of the Contract;
- (b) Payments to Subcontractors and suppliers have been made from previous payments received under the Contract and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with Subcontract requirements and the requirements of chapter 39 of Title 31, United States Code; and
- (c) This request for progress payments does not include any amounts which the prime Contractor intends to withhold or retain from a Subcontractor or supplier in accordance with the terms and conditions of the Subcontract.
- (d) All required prime and Subcontractor payrolls have been submitted.

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(Name)

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(Title)

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(Date)

c. The Government shall designate the office or person(s) who shall first receive the invoice submissions and the Contractor shall be so notified at the preconstruction conference. In addition to the designated Project Engineer, the Contractor shall at the same time submit one copy of the detailed breakdown and the Eng Form 93 and 93a Form to the Area Engineer.

d. The Government representative shall return any request for payment which is deemed defective within 7 days of receipt and shall specify the defects. If the defect concerns a disagreement as to the amount of work performed and/or the amount of the payment being submitted, the Government and the Contractor's representative should meet to resolve the differences and reach agreement. Upon agreement, the Contractor shall submit a new breakdown and Eng Form 93 (and 93a) and any other submissions requiring correction. These will be incorporated with the previous submittal and will then constitute a proper invoice.

e. If agreement cannot be reached, the Government shall determine the proper amount per Contract Clause, PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS and process the payment accordingly. In this event, a "proper invoice" for Prompt Payment Act purposes will not have been submitted to the Government.

f. The Government shall pay the Contractor in accordance with the following time frames:

(1) Progress Payments - From the date a "proper invoice" is received, in accordance with subparagraphs b and d of this clause, the Government will issue a check within 14 calendar days.

(2) Reduction in Retainage Payment. If during the course of the contract, a reduction in retainage payment is required, the Government shall issue a check within 30 calendar days after the approval of the release to the Contractor by the Contracting Officer or his authorized representative.

(3) Final Payment. A final payment request shall not be considered valid until the Contractor has fulfilled all Contract requirements including

all administrative items, payrolls, warranties, etc. and has submitted a release of claims. When the Contractor has fulfilled all Contract requirements and a "proper invoice" has been submitted, the Government shall issue a check within 30 days from the date of acceptance of the Project by the Contracting Officer.

#### **19. SUBMISSION OF CLAIMS**

The following shall be submitted to the Contracting Officer at the following address: U.S. Army Corps of Engineers, New York District, 26 Federal Plaza, New York, New York 10278-0090:

- a. claims referencing or mentioning the Contracting Disputes Act of 1978
  - b. requests for a written decision by the Contracting Officer
  - c. claims certified in accordance with the Contract Disputes Act of 1978
- No other Government representative is authorized to accept such requests. A copy shall also be provided to the Authorized Representative of the Contracting Officer.

The Contractor shall also provide the Contracting Officer with a copy of any requests for additional time, money or interpretation of Contract requirements which were provided to the Authorized Representative of the Contracting Officer and which have not been resolved after 90 days.

#### **20. PROGRESS PAYMENTS**

Progress Payments made pursuant to the PAYMENTS TO CONTRACTOR clause for any item of work in the bid schedule shall be based on the Contract unit price or lump sum amount set forth in the bid schedule for that item of work.

If the amount of the unit price or lump sum bid for any item of work is in excess of 125% of the Government estimate for such item, the Contracting Officer may require the Contractor to produce cost data to justify the price of the bid item. Failure to justify the bid item price to the satisfaction of the Contracting Officer may result in payment of an amount equal to 125% of the Government estimate for such bid item upon completion of work on the item and payment of the remainder of the bid item price upon final acceptance of all Contract work.

#### **21. PERFORMANCE EVALUATION OF CONTRACTOR (1985 JAN HQ USACE)**

As a minimum, the Contractor's performance will be evaluated upon final acceptance of the work. However, interim evaluation may be prepared at any time during Contract performance when determined to be in the best interest of the Government.

The format for the evaluation will be SF 1421, and the Contractor will be rated either outstanding, satisfactory, or unsatisfactory in the areas of Contractor Quality Control, Timely Performance, Effectiveness of Management, Compliance with Labor Standards, and Compliance with Safety Standards. The Contractor will be advised of any unsatisfactory rating, either in an individual element or in the overall rating, prior to completing the evaluation, and all Contractor comments will be made a part of the official record. Performance Evaluation Reports will be available to all DoD Contracting Officers for their future use in determining Contractor responsibility, in compliance with DFARS 36.201(c)(1).

#### **22. SAFETY AND HEALTH REQUIREMENTS MANUAL**

The Contractor shall comply with all pertinent provisions of the latest edition of the U.S. Army Corps of Engineers Safety and Health Requirements

Manual, EM 385- 1-1, in effect on the date of the solicitation. The latest edition, as referenced in the Accident Prevention Clause of the CONTRACT CLAUSES, is dated 3 November 2003. Changes of EM 385-1-1 are available at <http://www.hq.usace.army.mil> (at the HQ homepage, select Safety and Occupational Health). The Contractor shall be responsible for complying with the current edition and all changes posted on the web as of the effective date of this solicitation.

As discussed in Section 01525 SAFETY AND OCCUPATIONAL HEALTH REQUIREMENTS, before commencing the work, the Contractor shall - (1) Submit a written proposal for implementing the Accident Prevention Plan; and (2) Meet with representatives of the Contracting Officer to discuss and develop a mutual understanding relative to administration of the overall safety program.

### **23. AUTHORIZED CONSTRUCTION AREA AND TRESPASSING**

The Contractor shall not inflict damage upon land and properties outside the authorized construction areas by unwarranted entry upon, passage through, damage to, or disposal of, material on such land or property. The Contractor may make a separate agreement with any other party, regarding the use of, or right to, land or facilities outside the Project Site. If such an agreement is made, it shall be in writing and a copy shall be furnished the Contracting Officer. The Contractor shall hold and save the Government, its officers, and agents free from liability of any nature or kind arising from any trespassing or damage occasioned by his operations.

### **24. DAMAGE TO WORK**

The responsibility for damage to any part of the permanent work shall be as set forth in the article of the Contract clause entitled "PERMITS AND RESPONSIBILITIES". However, if in the judgment of the Contracting Officer, any part of the permanent work performed by the Contractor is damaged by flood, earthquake, hurricane, severe coastal storm or tornado, for which damage is not due to the failure of the Contractor to take reasonable precautions or to exercise sound engineering and construction practices in the conduct of the work, the Contractor will make the repairs as ordered by the Contracting Officer and full compensation for such repairs will be made at the applicable Contract unit or lump-sum prices as fixed and established in the Contract. If, in the opinion of the Contracting Officer, there are no Contract unit or lump sum prices applicable to any part of such work, an equitable adjustment, pursuant to Contract Clause entitled CHANGES, will be made as full compensation for the repairs of that part of the permanent work for which there are not applicable Contract unit or lump-sum prices. Except as herein provided, damage to all work, utilities, materials, equipment, including temporary construction and utilities, and plant and seed materials,

pavements, and other property along the routes used by the Contractor's vehicles, shall be repaired to the satisfaction of the Contracting Officer, Bridgewater Township, Somerset County the State of New Jersey and the utilities companies, at the Contractor's expense regardless of the cause of such damage.

### **25. ENVIRONMENTAL LITIGATION (1974 NOV) (OCE)**

a. If the performance of all or any part of the work is suspended, delayed, or interrupted due to an order of a court of competent jurisdiction as a result of environmental litigation, as defined below, the Contracting Officer, at the request of the Contractor, shall determine whether the order is due in any part to the acts or omissions of the Contractor or a Subcontractor at any tier not required by the terms of this Contract. If it

is determined that the order is not due in any part to acts or omissions of the Contractor or a Subcontractor at any tier other than as required by the terms of this Contract, such suspension, delay, or interruption shall be considered as if ordered by the Contracting Officer in the administration of this Contract under the terms of the "Suspension of Work" clause of this Contract. The period of such suspension, delay or interruption shall be considered unreasonable, and an adjustment shall be made for any increase in the cost of performance of this Contract (excluding profit) as provided in that clause, subject to all the provisions thereof.

b. The term "environmental litigation", as used herein, means a lawsuit alleging that the work will have an adverse effect on the environment or that the Government has not duly considered, either substantively or procedurally, the effect of the work on the environment. (ECI 7-671.10)

## **26. LABOR-ADDITIONAL REQUIREMENTS**

Fringe benefits statement: The method of payment of applicable fringe benefits will be indicated on DD Form 879, Statement of Compliance, and attached to each weekly payroll.

## **27. ACCESS AREA**

Areas designated on the plans as "Work Site Access Road" shall be used by the Contractor solely for the purpose of access to and from the "Approximate Project Limits". The Contractor shall arrange his use of these access areas so as to minimize interference with the property owners' (or user's) access or normal use.

## **28. TIME EXTENSIONS (APR 1984)**

a. Notwithstanding any other provisions of this Contract, it is mutually understood that the time extensions for changes in the work will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of construction. The change order granting the time extension may provide that the Contract completion date will be extended only for those specific elements so delayed and that the remaining Contract completion dates for all other portions of the work will not be altered and may further provide for an equitable readjustment of liquidated damages under the new completion schedule. (FAR 52.211-13)

b. Time Extensions for Unusually Severe Weather.

(1) This provision specifies the procedure for determination of time extensions for unusually severe weather in accordance with the Contract clause entitled "Default: (Fixed Price Construction)". In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied:

a. The weather experienced at the Project Site during the Contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the Project location during any given month.

b. The unusually severe weather must actually cause a delay to the completion of the Project. The delay must be beyond the control and without the fault or negligence of the Contractor.

(2) The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the Project location and will constitute the baseline for monthly weather time evaluations. The Contractor's progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities.

MONTHLY ANTICIPATED ADVERSE WEATHER DELAY  
WORK DAYS BASED ON (5) DAY WORK WEEK

JAN FEB MAR APR MAY JUN JUL AUG SEP OCT NOV DEC

(7) (6) (7) (5) (6) (5) (6) (5) (5) (4) (4) (6)

(3) Upon acknowledgment of the Notice to Proceed (NTP) and continuing throughout the Contract, the Contractor will record on the daily CQC report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical activities for 50 percent or more of the Contractor's scheduled work day. The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated in paragraph 2, above, the Contracting Officer will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather work days, and issue a modification in accordance with the Contract clause entitled "Default (Fixed Price Construction)".

#### **29. VEHICULAR AND OTHER TRAFFIC CONTROL**

The Contractor shall be required to provide and maintain barriers, flagmen and warning devices during construction and hauling operations which may interfere with vehicular and other traffic. The Contractor shall also be required to effect necessary traffic control as required by the appropriate agencies. All safety precautions shall be subject to the approval of the Contracting Officer.

#### **30. STORAGE AREAS**

The Contractor may store his required materials and equipment within the "staging area" or anywhere else within the "Approximate Project Limits" as shown on the plans. No storage will be allowed outside the designated limits. The Contractor may make his own arrangements with parties or agencies involved for storage areas outside the designated limits. All storage will be subject to applicable local, state and federal laws.

#### **31. VERIFICATION OF SMALL BUSINESS UTILIZATION**

- a. This clause is applicable to small business concerns whose contracts exceed \$1,000,000.
- b. In accordance with the clause at FAR 52.219-8, entitled UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS, in effect on the date of this Contract, the Contracting Officer may survey the extent of small and small disadvantaged business utilization under this Contract. The Contractor may be required to report to the Contracting Officer statistical data on the number and dollars amounts of subcontracting awards with small businesses and small disadvantaged businesses.
- c. As appropriate, the Contracting Officer may require one or more follow-up reports to the initial report.
- d. The Contractor agrees to insert this clause in any Subcontract that may exceed \$1,000,000, including this subparagraph (d).

#### **32. PRECONSTRUCTION CONFERENCE**

- a. A pre-construction conference will be arranged by the Contracting Officer, or his Representative, after award of Contract and before commencement of work. The Contracting Officer's representative will notify the Contractor of the time and date set for the meeting. At this conference the Contractor will be oriented with respect to Government procedures and

line of authority, contractual, administrative, and construction matters. Additionally, a schedule of required submittals will be discussed.

b. The Contractor shall bring to this conference the following items in either completed or draft form:

- The Contractor's order of work.
- Accident Prevention Plan. (See Accident Prevention Clause in Section 00700 Contract Clauses and paragraph 25.
- Quality Control Plan. (See Section 01451A QUALITY CONTROL)
- Letter appointing Superintendent.
- List of Subcontractors, if any.

### **33. COORDINATION CONFERENCES**

Routine coordination conferences will be scheduled by the Contracting Officer throughout the life of this Contract. Coordination conferences will be held to discuss Contract administration, Contractor quality control, phasing, scheduling, and other aspects relating to this construction. The Government and the Contractor will be represented at each of these meetings. Similar information concerning replacement personnel shall be forwarded to the Contracting Officer, should any replacement be required at any time during the life of this Contract. Coordination conferences will be scheduled to occur on a weekly basis.

### **34. CONTRACTOR WORKING HOURS**

Unless specifically authorized by the Contracting Officer, Contract work shall be restricted to the hours of 7:00 A.M. to 6:00 P.M., Mondays through Saturdays. No work will be permitted on Sundays and federal and state legal holidays. The Contractor shall comply with paragraph 01.c.04 of EM 385-1-1, the U.S. Army Corps of Engineers Safety and Health Requirements Manual, in effect on the date of this solicitation.

### **35. PARTNERSHIP IMPLEMENTATION PLAN**

To more effectively accomplish this Contract, the Government proposes to form a partnership with the Contractor. This partnership would draw on the strengths of each organization in an effort to achieve a quality product within budget and on schedule. This partnership would be bilateral in make-up and participation would be required. The Contractor shall retain the services of a facilitator with experience as a Partnering Consultant. The facilitator satisfactory to both parties shall be hired who would be responsible to arrange for an offsite location, provide all workshop materials, and compile and distribute a completed partnering agreement to all participants within 30 days of the partnering session. Conference site location will be coordinated with the Contracting Officer for approval. Contractor should plan for the attendance of approximately 10-12 individuals from the Government, 5-7 representatives from Somerset County, 2-4 representatives from the Green Brook Flood Control Commission, 5-7 individuals from the State of New Jersey, in addition to the Contractor's and Subcontractor's personnel. All costs associated with partnership implementation will be borne by the Contractor. It is anticipated that the initial partnership conference will require the facilitator and a conference site. After the initial meeting, monthly partnership meetings will be hosted by the Contractor at the Project site.

### **36. GOVERNMENT RESIDENT MANAGEMENT SYSTEM**

The Government will utilize an in-house Contract administration program entitled "Resident Manage System" (RMS). The Contractor shall utilize a Government furnished CQC Programming Module. See Section 01312A QUALITY CONTROL SYSTEM (QCS) for requirements.

**37. CONSTRUCTION PROJECT SIGNS AND PUBLIC SAFETY SIGN**

The Contractor shall construct three signs, one for Project identification, one to show on-the-job safety performance, and one public safety sign. Sample sign drawings together with mounting and fabrication details are provided at the end of this section. The signs shall be erected within 15 calendar days after the date of Notice to Proceed. The Project identification and safety performance signs are to be displayed side by side and mounted for reading by passing viewers. The public safety sign shall be the same size as the project signs.

Exact placement location will be designated by the Contracting Officer. Panels are fabricated using HDO (High Density Overlay) plywood with dimensional lumber uprights and bracing. The sign faces are non-reflecting vinyl. All legends are to be die-cut or computer-cut in the sizes and type-faces specified and applied to the white panel background following the graphic formats shown on the attached sheets. The Communications Red panel on the left side of the construction project sign with Corps signature (reverse version) is screen printed onto the white background.

The Contractor shall maintain the signs in good condition throughout the construction period. No separate payment will be made for erecting and maintaining the signs and all costs in connection therewith will be considered the obligation of the Contractor. Upon completion of the Project, the Contractor shall remove the signs from the Project Site.

**38. INSURANCE PROCURED BY CONTRACTOR**

a. The Contractor shall procure and maintain during the entire period of this performance under this contract the attached insurance policies:

(1) Commercial General Liability Insurance in limits of not less than Five Million Dollars (\$5,000,000) combined single limit per occurrence for bodily injury, death, personal injury and property damage, including but not limited to coverage for Broad Form Property Damage. Such coverage shall not contain any environmental exclusion clause and there shall be no exclusions for property damage arising out of explosion, collapse or underground property damage hazards and no exclusion for waterfront activities.

(2) The policies described above shall be endorsed (i) to include The New Jersey Department of Environmental Protection and Somerset County as additional insured and (ii) to provide that notice of an occurrence to the insurance company from any insured shall serve as notice from all insured.

(3) Comprehensive Automobile Liability Insurance in limits of not less than five million dollars combined single limit per occurrence for bodily injury, death, and property damage covering all owned, non-owned and hired vehicles in connection with the work to be performed in connection with this permit.

(4) Certificates of Insurance evidencing the issuance of all insurance required hereby, and guaranteeing at least thirty (30) days prior notice to the Government of cancellation or non-renewal, shall be delivered to The New Jersey Department of Environmental Protection and Somerset County, prior to entry of the Government's contractors upon the project area, or, in the case of new or renewal policies replacing any policies expiring during the period, no later than thirty (30) days before the expiration dates of such expiring policies.

b. Prior to the commencement of work hereunder, the Contractor shall furnish to the Contracting Officer a certificate or statement of the above required insurance. The policies evidencing required insurance shall contain an

endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the Government in such insurance shall not be effective for such a period as may be prescribed by the laws of the State in which this contract is to be performed and in no event less than thirty (30) days after written notice thereof to the Contracting Officer.

c. The Contractor agrees to insert the substances of this clause, including paragraph c., in all subcontracts hereunder.

**39. LABOR SURPLUS AREA EXPENDITURE REQUIREMENTS (JUL 1978)**

a. The site of the construction work is located in an area determined by the Secretary of Labor to be a Labor Surplus Area. Accordingly the Contractor hereby agrees to perform a substantial portion of the Contract work in this or in any other labor surplus area. "Substantial portion" means the aggregate costs that will be incurred by the Contractor and his first-tier Subcontractors and suppliers, on account of manufacturing, production or services performed in this or any labor surplus area, and the costs that will be incurred by second-tier and lower-tier Subcontractors on the construction site will exceed fifty percent (50%) of the price of this Contract.

b. Upon request, the Contractor shall furnish to the Contracting Officer data to substantiate that this obligation is satisfied.

c. The Contracting Officer will furnish upon request a list of Labor Surplus Areas.

**40. CONTINUING CONTRACT (1985 OCT OCE):**

a. This is a continuing Contract, as authorized by Section 10 of the River and Harbor Act of September 22, 1922 (33 U.S. Code 621). The payment of some portion of the Contract price is dependent upon reservation of funds from future appropriations. The responsibilities of the Government are limited by this clause notwithstanding any contrary provision of the "Payment to the Contractor" clause or any other clause of this Contract.

b. (1) The sum of \$250,000 has been reserved for this Contract and is available for payments to the Contractor during the current fiscal year. It is expected that Congress will make appropriations for future fiscal years from which additional funds will be reserved for this Contract.

(2) Failure to make payments in excess of the amount currently reserved, or that may be reserved from time to time, shall not entitle the Contractor to a price adjustment under the terms of this Contract except as specifically provided in paragraphs (d) and (e) below. No such failure shall constitute a breach of this Contract, except that this provision shall not bar a breach-of-contract action if an amount finally determined to be due as a termination allowance remains unpaid for one year due solely to a failure to reserve sufficient funds therefor.

c. (1) The Government may at any time reserve additional funds for payments under the Contract if there are funds available for such purpose. The Contracting Officer will promptly notify the Contractor in writing of any additional funds reserved for the Contract.

(2) If earnings will be such that funds reserved for the Contract will be exhausted before the end of the fiscal year, the Contractor shall give written notice to the Contracting Officer of the estimated date of exhaustion and the amount of additional funds which will be needed to meet payments due or to become due under the Contract during the fiscal year. This notice shall be given not less than 45 nor more than 60 days prior to the estimated date of exhaustion.



d. (1) No payments will be made after exhaustion of funds except to the extent that additional funds are reserved for the Contract. The Contractor shall be entitled to simple interest on any payment that the Contracting Officer determines was actually earned under the terms of the Contract and would have been made except for exhaustion of funds. Interest shall be computed from the time such payment would otherwise have been made until actually or constructively made, and shall be at the rate established by the Secretary of the Treasury pursuant to Policy Law 92-41, 85 STAT 97, for the Renegotiation Board, as in effect on the first day of the delay in such payment.

(2) Any suspension, delay, or interruption of work arising from exhaustion or anticipated exhaustion of funds shall not constitute a breach of this Contract and shall not entitle the Contractor to any price adjustment under the "Suspension of Work" clause or in any other manner under this Contract.

(3) An equitable adjustment in performance time shall be made for any increase in the time required for performance of any part of the work arising from exhaustion of funds or the reasonable anticipation of exhaustion of funds.

e. If, upon expiration of sixty (60) days after the beginning of the fiscal year following an exhaustion of funds, the Government has failed to reserve sufficient additional funds to cover payments otherwise due, the Contractor, by written notice delivered to the Contracting Officer at anytime before such additional funds are reserved, may elect to treat his right to proceed with the work as having been terminated. Such termination shall be considered a termination for the convenience of the Government.

f. If at any time it becomes apparent that funds reserved for any fiscal year are in excess of the funds required to meet all payments due or to become due the Contractor because of work performed and to be performed under the Contract during the fiscal year, the Government reserves the right, after notice to the Contractor, to reduce said reservation by the amount of such excess.

#### **41. ADDITIONAL CONTRACTOR REQUIREMENTS**

The Contractor shall employ a supervisor (Wetland Environmental Specialist), for QA/QC purposes, with a background in plant and soils sciences who has provided construction oversight for a minimum of three wetland restoration/creation projects that are greater than or equal to 5 acres in size, with the following complexities: stream crossings, highly organic soils, and herbivory predator issues.

#### **42. NURSERIES**

The following or equivalent nurseries may be used for ordering Plant stock:

a. Pinelands Nursery and Supply, Columbus, New Jersey  
(800) 667-2729

b. Greenbelt Native Plant Center, Staten Island, New York  
(718) 667-2165

c. Wild Earth Native Plant Nursery, Freehold, New Jersey  
(732) 308-9777

d. Sylva Native Nursery and Seed Company, New Freedom, Pennsylvania  
(717) 227-0486

e. Ernst Conservation Seeds, Meadville, Pennsylvania  
(800) 873-3321

**43. WORK AREA TIMING**

An easement held by PSE&G for overhead electrical transmission lines bisects the Finderne Project Site. This easement is delineated on the plan drawings. No physical construction activities shall occur within the delineated PSE&G easement until December 1, 2005, with exception to the following activities: mowing and herbicide application for Zone G grassland. Refer to Specification Section 02231 for details on herbicide application. Herbicide application has a time sensitive window and must be completed prior to October 15, 2005 (end of growing season) to be effective.

**Section 00901 NJDEP Permit**



## State of New Jersey

Richard J. Codey  
Acting Governor

Department of Environmental Protection  
Land Use Regulation Program  
P.O. Box 439, Trenton, NJ 08625-0439  
Fax # (609) 777-3656  
[www.state.nj.us/dep/landuse](http://www.state.nj.us/dep/landuse)

Bradley M. Campbell  
Commissioner

Attn: Ms. Megan Grubb  
US Army Corps of Engineers, NY District  
Planning Division  
RM2146  
26 Federal Plaza  
New York, New York 10278-0090

August 5, 2005

RE: Wetland Mitigation Plan Approval - Finderne Farm  
Project: Green Brook Flood Control Project  
Project Location: Bridgewater Township, Somerset County  
NJDEP Permit No: 1804-00-0005.2 FWIP Segment T  
Bound Brook Borough, Somerset County, New Jersey

Dear Ms. Grubb,

This letter is in response to your request for an approval of a wetland mitigation proposal, entitled, "Wetland Mitigation Design for the Finderne Site, Green Brook Flood Control Project, Bridgewater Township, Somerset County, New Jersey", sheets 1 - 46 of 46, all plans dated 5/11/05 with no revisions, and prepared by The Department of the Army, New York District Corps of Engineers, and The Louis Berger Group, Inc., which was submitted to the Land Use Regulation Program to satisfy the freshwater wetland individual permit mitigation requirements for the above-referenced permit as well as in anticipation of future impacts from the Greenbrook Flood Control Project. The Finderne Farm mitigation area is located off-site in Bridgewater Township, Somerset County.

It has been estimated that 7.13 acres of forested wetland area will be impacted by sections T,U, R1 and R2 of the Green Brook Flood Control Project. The conceptual design for the Finderne Mitigation site anticipates creation of 24 acres of forested wetlands and enhancement of an additional 31 acres. The additional wetland acreage is intended to act as compensation for future wetland impacts associated with other sections of the Green Brook Flood Control Project. It should be noted that approval of the Finderne Mitigation Site in advance of project impact authorizations does not suggest that future wetland impacts will be automatically authorized. All wetland impacts associated with the Green Brook Flood Control Project will be reviewed by this Program in accordance with the Freshwater Wetland Protection Act, Stream Encroachment Act and all other applicable statutes. This letter should not be construed as an approval of the entire Greenbrook Flood Control project and the US Army Corps of Engineers should proceed with this project at their own risk.

The Program has completed the review of the mitigation proposal and based on the submitted materials, the Program approves the proposed design. In order to ensure that the proposed design and wetland hydrology are realized in the landscape the Program is requiring construction oversight by mitigation specialists from the US Army Corps of Engineers and The Louis Berger Group, Inc. during critical stages of construction to confirm proposed site conditions have been met.

Mitigation Plan Review  
FW IP # 1804-00-0005.2 Segment T  
Finderne Farm Mitigation - Greenbrook Flood Control Project

Provided that the mitigation specialists are present during critical stages of construction and the conditions within this letter are satisfied, the Program approves of the above-referenced wetland mitigation proposal. In addition to the conditions placed on the above referenced permit, this approval of a plan to create and enhance wetlands is subject to the following conditions:

1. Pursuant to mitigation condition # 4(e) of the above referenced permit the permittee shall complete and sign the Department approved conservation restriction for the mitigation site (attached). The restriction shall be included on the deed, and recorded in the office of the County Clerk, in the county wherein the lands of the mitigation project are located, within 10 days of this approval of the wetland mitigation proposal.
2. Mitigation Condition # 4(f) requires the permittee to notify the Land Use Regulation Program, in writing, at least 14 days in advance of the start of construction of the wetland mitigation project for an on-site pre-construction meeting between the permittee, the contractor, the consultant, and the Program.
3. The permittee shall assume all liability for accomplishing corrective work should the Department determine that the compensatory mitigation has not been 100% satisfactory. Remedial work may include re-grading and/or replanting the mitigation site. This responsibility is incumbent upon the permittee until such time that the Department makes the finding that the mitigation project is successful.

We look forward to working with you in the coming months as this mitigation project progresses. Please contact Jo Dale Legg of my staff at (609) 777-0454 or by email at JoDale.Legg@dep.state.nj.us, should you have any questions concerning this letter.

Sincerely,



Virginia KopKash  
Mitigation Unit Supervisor  
Land Use Regulation Program

Co: Richard C. Reilly, Acting Bureau Manager, Bureau of Inland Regulation

## SECTION 02369

SILT FENCE  
6/05

Work Item No. 0008 Silt Fence

## PART 1 GENERAL

## 1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

## ASTM INTERNATIONAL (ASTM)

ASTM D 3786	(2001) Hydraulic Bursting Strength of Textile Fabrics - Diaphragm Bursting Strength Tester Method
ASTM D 4355	(2002) Deterioration of Geotextiles from Exposure to Light, Moisture and Heat in a Xenon-Arc Type Apparatus
ASTM D 4491	(1999a) Water Permeability of Geotextiles by Permittivity
ASTM D 4533	(1991; R 1996) Trapezoid Tearing Strength of Geotextiles
ASTM D 4632	(1991; R 1996) Grab Breaking Load and Elongation of Geotextiles
ASTM D 4751	(1999a) Determining Apparent Opening Size of a Geotextile
ASTM D 4833	(2000e1) Index Puncture Resistance of Geotextiles, Geomembranes, and Related Products
ASTM D 5261	(1992; R 1996) Measuring Mass per Unit Area of Geotextiles
ASTM D 5199	(2001) Measuring Nominal Thickness of Geosynthetics

## U.S. ARMY CORPS OF ENGINEERS (USACE)

COE-02215-86	(1986) Plastic Filter Fabric
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## 1.2 SCOPE OF WORK

Work under this section shall consist of installing, maintaining, and removing Silt Fence for use as a soil erosion and sediment control measure during the life of the Contract as shown on the plans and as directed by the Contracting Officer. All work associated with installing, maintaining, and removing the Silt Fence must be in compliance with Section 01355A ENVIRONMENTAL PROTECTION and the SESC Plan.

The Contractor shall carefully protect all preserved areas as shown on the plans, and shall also be liable for any and all damages to property caused by the work under this section. Any damages to property or to vegetation within preserved areas shall be restored to the original conditions to the satisfaction of the Contracting Officer.

## 1.3 PAYMENT SCHEDULE

The payment schedule will be as follows: After the Contracting Officer determines that the Silt Fence has been satisfactorily installed, 50 percent of the price of silt fence shall be paid. The remaining 50 percent shall be paid after the fence has been satisfactorily removed and any disturbed vegetation has been replaced. However, any unit or length not properly maintained to the satisfaction of the Contracting Officer during the life of the Contract, will be deducted from the final payment on a pro-rated basis.

## 1.4 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-03 Product Data

Silt Fence; G, RO.

Submit product information 30 days prior to starting work.

## PART 2 PRODUCTS

### 2.1 MATERIALS

Field constructed Silt Fence assemblies shall consist of a woven geotextile, posts, and fasteners. A reinforced drawstring shall be sewn into the top portion of the geotextile for added strength as shown on the plans. Prefabricated fence systems may be used provided that all requirements of this specification are met and the system is approved by the Contracting Officer. Materials for Silt Fence shall conform to the following:

Geotextile: Geotextile shall be a woven, UV stabilized, polypropylene silt film, 3 feet in height, meeting the following requirements:

Mechanical Properties	Test Method	Unit	Minimum Average Roll Value
Grab Tensile Strength	ASTM D 4632	pounds	90
Grab Tensile Elongation	ASTM D 4632	percent	15
Trapezoid Tear Strength	ASTM D 4533	pounds	50
Mullen Burst Strength	ASTM D 3786	pounds/sq. inch	200
Puncture Strength	ASTM D 4833	pounds	50
Percent Open Area	COE-02215-86	percent	1
Apparent Opening Size	ASTM D 4751	U.S. Sieve	No. 30
Permittivity	ASTM D 4491	1/sec	0.1
Flow Rate	ASTM D 4491	gallons/minute/foot	10.0
UV Resistance (at 500 hours)	ASTM D 4355	percent strength retained	70

Physical Properties	Test Method	Unit	Typical Value
Weight	ASTM D 5261	ounces/sq. yard	3.2
Thickness	ASTM D 5199	mils	15

Line Posts: Metal, wood or synthetic posts may be used. If wood stakes are used, they shall be 2 inch X 2 inch nominal, minimum 4 feet in height. If steel posts are used, they shall be u-shaped with a minimum weight of 1 pound 6 ounces per foot.

Fasteners: Fasteners shall be heavy duty, hot dipped galvanized staples, hog rings, tie wires or any other fastener compatible with the post material and approved by the Contracting Officer. If tie wire is used, it shall be 3/16 inch aluminum.

The following are example vendors for approved silt fence materials:

- 1) Erosion Control Technologies, 3380 Rt. 22, Somerville, NJ 08876, Phone (908) 707-0800, [www.erosioncontroltech.com](http://www.erosioncontroltech.com)
- 2) Site Co Materials, PO Box 2043, Ocean, NJ 07712, Phone (732) 938-9099
- 3) Gamka Sales, 983 New Durham Road, Edison, NJ 08817, Phone (732) 248-1445
- 4) Thompson Materials, 15 Leslie Court, Whippany, NJ 07981, Phone (973) 386-1400
- 5) Pinelands Nursery & Supply, 323 Island Road, Columbus, NJ 08022, Phone (609) 291-9149 or (800) 667-2729, [www.pinelandsnursery.com](http://www.pinelandsnursery.com)

## PART 3 EXECUTION

### 3.1 INSTALLATION

All soil erosion and sediment control measures, shall be installed prior to the commencement any construction activities at the site, except for the Silt Fence that will surround stockpiles, in accordance with the plans and



specification.

Any vegetation within preserved areas damaged by the work under this section, as determined by the Contracting Officer, shall be replaced immediately after the completion of the work at no additional cost to the Government.

Unless otherwise directed by the Contracting Officer, the fence shall be installed as follows:

- 1) Line posts shall be driven into the ground to a minimum depth as shown on the plans, or adequately anchored if rock is encountered. Posts shall be spaced as shown on the plans.
- 2) Geotextile shall be placed on the upland side of the posts, so that the posts are closer to the waterbody.
- 3) The geotextile shall be attached to each post in no less than three locations with approved fasteners.
- 4) Any geotextile splices necessary for fence erection shall be continuous between two post sections.
- 5) The bottom of the geotextile shall be buried in a wide trench as shown on the plans. The trench shall be backfilled with the excavated soil and the soil compacted by tamping.

### 3.2 MAINTENANCE

The Contractor shall continuously maintain the integrity of the Silt Fence, including providing all necessary labor, equipment, and materials, until earthwork construction is completed and permanent erosion control measures are in place. The Contractor shall inspect all Silt Fences on a daily basis. The Contractor shall also inspect all fences immediately after each storm and at least daily during prolonged rainfall to determine if the fence is functioning as designed. The Contractor shall immediately correct any deficiencies. Should the fence become damaged or otherwise ineffective while the barrier is still necessary, the Contractor shall immediately repair or replace defective or damaged portions of the fence assembly. Torn or punctured fabric shall be repaired by the placement of a patch, on the up slope side, consisting of an additional layer of fabric over the damaged area.

Maintenance of the Silt Fence should continue until permanent erosion and sediment control measures are in place, established or stabilized to the satisfaction of the Contracting Officer. Sediment deposits shall be removed wherever the deposit or debris buildup creates breaches or bulges in the fence or more than 6 inches of material has accumulated.

### 3.3 FENCE REMOVAL

Silt Fence shall remain in place as shown in the plans until the Contracting Officer directs its removal. Upon removal, the Contractor shall remove and dispose of any sediment accumulations and restore the area as directed by Contracting Officer. The fence materials shall become the property of the Contractor and be removed from the site. Any vegetation disturbed during fence removal shall be replanted at no additional cost to the U.S. Army Corps of Engineers - New York District.

-- End of Section --

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